

Memorandum of Understanding
State Form 51470 (9-03)
Integrated Public Safety Commission
Project Hoosier SAFE-T

Memorandum Of Understanding

Between

The Integrated Public Safety Commission

And

[Participating Member]

[Date]

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Memorandum of Understanding

This Memorandum of Understanding (MOU) is between the Integrated Public Safety Commission (IPSC) and The [Participating Member(s)] (participating member)(collectively “Parties”). This document sets forth the rights and responsibilities of the Parties for participation in the Project Hoosier SAFE-T (Safety Acting For Everyone – Together) program. The Parties agree as follows:

1. Term

This MOU is effective on _____ and expires on _____. It may be extended for a term as mutually agreed to by the Parties.

2. Principles

IPSC will represent the interests of all the participating members (Members) in the establishment, operation and maintenance of the SAFE-T system, and no IPSC action will unilaterally compromise the autonomy or integrity of any member without its consent. Likewise, members will not take action that may compromise the autonomy or integrity of any other member or IPSC without its consent.

3. Nature of Project

IPSC will finance and implement a public safety communications backbone (which will be described in an appropriate statement of work that will be developed by the Parties) to enhance the safety of all Hoosiers and First Responders. The backbone will be sized appropriately to support the core First Responders within the jurisdictions of the Participating Member. For the purposes of this MOU, "First Responders" includes personnel working for:

- A. Law enforcement;
- B. Fire service;

- C. Emergency medical services, including ambulance providers;
- D. Hazardous materials teams;
- E. Public health;
- F. Transportation;
- G. Emergency management;
- H. Correctional officers; and
- I. Other first responders, if required to respond to emergencies and disasters and agreed to by the parties.

Local departments of transportation may be included with the consent of the parties. Additional capacity may be added to support public service users, such as public works, etc., provided the costs for such local enhancements are borne by the participating member(s).

4. Baseline System Design

The system will be built to provide 95% reliable mobile coverage and 95% reliable portable on-the-street coverage on the areas shown on the coverage maps referenced in the Motorola contract dated June 30, 2000 or as subsequently modified based on agreement among the Parties and Motorola. Participating members that desire to enhance their coverage, such as in buildings, will be responsible for providing the infrastructure necessary to obtain the desired level of coverage.

5. Detailed Design Review

Prior to implementation of the system in the Parties' area, the participating members, IPSC and Motorola will conduct a Detailed Design Review (DDR) and agree upon the final system design as needed to accommodate local, state and federal needs and requirements.

6. Obligations of the Commission

To support the construction and operation of the SAFE-T network IPSC shall:

- A. Establish an organizational structure to support and maintain the SAFE-T network;
- B. Develop policies and procedures related to the SAFE-T network;

- C. Establish subcommittees to support these goals as appropriate, e.g.:
 - (1) User/Operational/Policy
 - (2) Fiscal
 - (3) Technical/System Management
- D. Provide fiscal and operational oversight for the SAFE-T network;
- E. Develop, approve and monitor the SAFE-T budget;
- F. Develop fair and equitable cost sharing formulas, as appropriate;
- G. Provide staff resources and consulting assistance to Members, if, in the opinion of the executive director of IPSC, these resources are available, can be spared from other tasks, and it is fiscally prudent, as the system is implemented;
- H. Use all reasonable efforts to address concerns of the Members;
- I. Encourage local participation in finalizing the design of the system;
- J. Oversee the establishment of the backbone.

7. Obligations of The [Participating Member(s)]

In return for IPSC providing the baseline SAFE-T backbone, the [participating member] shall:

- A. Establish a local Governance Committee representing first responder agencies of the [Participating Member(s)]. The Governance Committee shall have the authority to participate in the implementation and operation of the new communications system of The [Participating Member(s)]. The [Participating Member(s)]'s Governance Committee shall select representatives to serve on the IPSC subcommittees as requested by IPSC;
- B. Develop operational guidelines for members that are involved in the project;
- C. Develop an implementation plan;
- D. Conduct regular meetings between the Governance Committee and local interested parties;
- E. Use reasonable efforts to identify and make available member-owned property that may be used to develop radio sites for the system. Identified property may be leased to a third party to generate lease revenues and offset construction costs, in accordance with applicable state and local law;
- F. Provide user and other equipment as described in the statement of work. The equipment may include the following:

- (1) Mobile and portable radios, including programming and installation.
- (2) Consoles and console electronics banks (CEB).
- (3) Desktop control station equipment.
- (4) Connectivity between consoles, CEB and the system backbone, if needed.
- (5) Mobile data computers, mounts, installation and end user software.
- (6) Computer interfaces to local CAD/RMS and other systems.

Equipment will be compatible with SAFE-T network standards. Exceptions will be handled on a case-by-case basis;

- G. Conduct training of the members in the proper and efficient uses of the system and equipment, with the assistance of the IPSC through a train the trainer approach; this is a prerequisite to coming on the system.
- H. Participate in providing educational information to the media and local groups on the benefits of the new system;
- I. Assist the IPSC in obtaining any permits or licenses that are necessary;
- J. Where possible, identify and provide access to government-owned property that is suitable for construction and operation of radio towers;
- K. Provide reasonable assistance in order to make the implementation successful;
- L. Adhere to all standards and operational policies established by the IPSC relating to the operation and maintenance of the system;
- M. Immediately report any major problems or concerns to the IPSC; and
- N. Participate in developing tower lease agreements, as necessary.

8. Local Autonomy

In support of system management requirements and to ensure member data integrity, The [Participating Member(s)] may:

- A. Buy their own system management terminal, subject to interface capacity limitations;
- B. Manage their own talkgroups and user IDs to the extent that overall system integrity is not compromised;
- C. Acquire additional communications equipment to the extent it does not interfere with the operation of the SAFE-T communications system;

Members will not have access to manage other members/talkgroups unless specifically requested by the other Members.

9. System Capacity and Talkgroups

To support the efficient operation of the statewide network, Members must share in the development of a realistic talkgroup plan. Among the principles that we share are the following:

- A. The SAFE-T system shall be designed with the capacity to support the day-to-day and anticipated emergency operations of all participants; however, the system will have finite limits on the number of simultaneous conversations that may take place from any single site. Participating local, state and federal agencies will work together to develop operational disaster plans that emphasize critical communications, while minimizing routine administrative tasks.
- B. The IPSC Board will review and approve a talkgroup plan that is developed by The [Participating Member(s)]. Among the principles that we share are:
 - (1) Agency talkgroups for routine operations will be defined to overlay the agency's local jurisdiction;
 - (2) Wide area mutual aid/special event talkgroups will be shared by all appropriate members and will be available on a regional or statewide basis; and
 - (3) Local, regional and statewide talkgroups for use by the first responders within the jurisdiction of the Participating Member will be defined for routine, emergency and disaster operations.
- C. In the event all channels at a site are all in use, talkgroups and users will be given priority as follows:
 - (1) First Priority: Emergency ID
 - (2) Second Priority: First Responder
 - (3) Third Priority: Public Service
- D. Public service agencies are eligible to join the system, provided the respective participating entity funds the cost of the incremental upgrade necessary to support their operations.
- E. Agencies choosing to stay with their existing communications systems will be interfaced on a case-by-case basis;
- F. Interoperability within the SAFE-T system will be provided by:
 - (1) Using National Public Safety Planning Advisory Committee mutual aid channel(s);

- (2) Programming capable radios for multiple systems; and
- (3) Providing console patches to other systems where necessary on an as-requested basis.

G. Other radio users will be interfaced by:

- (1) Allowing agencies to purchase 800 MHz radios for command, control and coordination;
- (2) Providing temporary access to “pool” radios for special events/emergencies;
- (3) Providing console patches to existing mutual aid channels, e.g., Indiana Law Enforcement Emergency Network; and
- (4) Providing console patches to other systems where necessary on an as-requested basis;

10. Frequency Use

In order to support the most efficient use of the limited radio channels necessary to construct the system, while simultaneously protecting the autonomy of the participating member(s), a statewide frequency use plan must be developed for the SAFE-T system. This plan may require modifications to the existing Region 14 and Region 54 plans that are currently in place. To accomplish this:

- A. The [Participating Member(s)] agrees to co-license 800 MHz channels to IPSC for re-use in other parts of the state. (This right is mandated by the FCC, but is restated here to encourage cooperation among all participants); and
- B. Frequencies will be deployed on a non-interfering basis with the primary licensee. Members working together on the same system will have a shared interest in mitigating any such problems that may arise.

11. Communications

The [Participating Member(s)] will utilize its best efforts to provide information to the members of General Assembly and to communicate with others as to the benefits of the system and to assist in obtaining funding and statutory changes necessary to make Project Hoosier SAFE-T communications system a reality statewide.

12. Termination

Should it become necessary for The [Participating Member(s)] to terminate its rights and responsibilities under this agreement, the following provisions shall apply:

- A. An eighteen (18) month notice will be required by the terminating Member;
- B. Equipment that is owned by The [Participating Member(s)] that is necessary to maintain the SAFE-T system in good and working order for the remaining members shall remain with The [Participating Member(s)]; however, The [Participating Member(s)] will cooperate with the IPSC to the fullest extent possible to ensure that the integrity and operation of the SAFE-T system is not compromised due to the termination of this MOU.
- C. Tower sites
 - (1) For tower sites owned by The [Participating Member(s)], SAFE-T network equipment and other equipment permitted by IPSC's contracts with third parties will be permitted to remain at the site at no cost for the duration of the contract;
 - (2) For tower sites leased by The [Participating Member(s)], to the extent allowed by the lease, SAFE-T network equipment and other equipment permitted by IPSC's contracts with third parties will be permitted to remain at the site at no cost for the duration of the contract;
- D. A mutually agreeable settlement will be reached or frequencies will be returned to agencies; SAFE –T will retain the right to co-license frequencies on a non-interfering basis.

13. Other Conditions

In order to obtain the maximum benefits for all parties, the [Participating Member(s)] agree to adhere to the terms of vendor contracts executed by the IPSC, insofar as the terms apply to the Members.

■ ■ ■ ■ ■

By the signatures below, this Memorandum of Understanding has been executed on the day and year first set forth above.

[Participating member(s)]

Integrated Public Safety Commission

_____ Date:_____

_____ Date:_____

_____ Date:_____

_____ Date:_____

_____ Date:_____

Melvin J. Carraway

Chair

Integrated Public Safety Commission